1 2 3 4 5 6 7 8 9	SHEPPARD, MULLIN, RICHTER & HAMPTON A Limited Liability Partnership Including Professional Corporations TRACEY A. KENNEDY, Cal Bar No. 150782 ROBERT E. MUSSIG, Cal. Bar No. 240369 H. SARAH FAN, Cal. Bar No. 328282 333 South Hope Street, 43rd Floor Los Angeles, CA 90071-1422 Telephone: 213.620.1780 Facsimile: 213.620.1398 E-mail: tkennedy@sheppardmullin.com rmussig@sheppardmullin.com sfan@sheppardmullin.com	LLP
10		
11	UNITED STATES	DISTRICT COURT
12	CENTRAL DISTRICT OF CAL	IFORNIA – WESTERN DIVISION
13	MARK SNOOKAL, an individual,	Case No. 2:23-cv-6302-HDV-AJR
14	Plaintiff,	[PROPOSED] ORDER GRANTING DEFENDANT CHEVRON U.S.A., INC.'S
15	VS.	EVIDENTIARY OBJECTIONS TO PLAINTIFF MARK SNOOKAL'S EVIDENCE
16 17	CHEVRON USA, INC., a California Corporation, and DOES 1 through 10, inclusive,	IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT
18	Defendants.	[Filed concurrently with Joint Brief re Defendant's
19		Motion for Summary Judgment; Defendant's Statement of Uncontroverted Facts and Genuine
20		Disputes; Joint Appendix of Declarations and Written Evidence; [Proposed] Judgment granting
21		Defendant's Motion for Summary Judgment]
22		Hearing: December 5, 2024
23		Time: 10:00 a.m. Place: Courtroom 5B – 5th Floor
24		Judge: Hon. Hernán D. Vera
25		Action Filed: August 3, 2023 Trial Date: February 4, 2025
26		
27		
28		
		-1-

4	Plaintiff's Evidence	Ruling
5	Paragraph 5 to the Declaration of Mark Snookal	SUSTAINED
6	of mark offorkal	OVERRULED
7	Paragraph 6 to the Declaration	SUSTAINED
8	of Mark Snookal	OVERRULED
9	Danagarah O ta the Deslamet	
10	Paragraph 9 to the Declaration of Mark Snookal	SUSTAINED
11		OVERRULED
12	Paragraph 11 to the Declaration of Mark Snookal	SUSTAINED
13	Deciaration of Wark Shookar	OVERRULED
14	Paragraph 12 to the	SUSTAINED
15	Declaration of Mark Snookal	OVERRULED
16	D 1.12 (.1	
17	Paragraph 13 to the Declaration of Mark Snookal	SUSTAINED
18		OVERRULED
19	Paragraph 14 to the Declaration of Mark Snookal	SUSTAINED
20	Deciaration of Mark Shookar	OVERRULED
21	Paragraph 15 to the	SUSTAINED
22	Declaration of Mark Snookal	OVERRULED
23	D 116: 1	
24	Paragraph 16 to the Declaration of Mark Snookal	SUSTAINED
25		OVERRULED
26	Paragraph 17 to the	SUSTAINED
27	Declaration of Mark Snookal	OVERRULED
28		

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1	Plaintiff's Evidence	Ruling
2	Paragraph 18 to the	SUSTAINED
3	Declaration of Mark Snookal	OVERRULED
4	Paragraph 19 to the	SUSTAINED
5	Declaration of Mark Snookal	OVERRULED
6	D 100 1	
7	Paragraph 20 to the Declaration of Mark Snookal	SUSTAINED
8		OVERRULED
9	Paragraph 21 to the Declaration of Mark Snookal	SUSTAINED
10	Deciaration of Wark Shookar	OVERRULED
11	Paragraph 22 to the	SUSTAINED
12	Declaration of Mark Snookal	OVERRULED
13	Paragraph 24 to the	SUSTAINED
14	Declaration of Mark Snookal	OVERRULED
15 16	Paragraph 25 to the	SUSTAINED
17	Declaration of Mark Snookal	
18		OVERRULED
19	Paragraph 26 to the Declaration of Mark Snookal	SUSTAINED
20		OVERRULED
21	Paragraph 27 to the Declaration of Mark Snookal	SUSTAINED
22	Deciaration of Wark Shookar	OVERRULED
23	Paragraph 28 to the	SUSTAINED
24	Declaration of Mark Snookal	OVERRULED
25	Paragraph 29 to the	SUSTAINED
26	Declaration of Mark Snookal	OVERRULED
27		
20		

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1	Plaintiff's Evidence	Ruling
2	Paragraph 30 to the	SUSTAINED
3	Declaration of Mark Snookal	OVERRULED
4	Paragraph 30 to the	SUSTAINED
5	Declaration of Mark Snookal	OVERRULED
6	Paragraph 5 to the Declaration	SUSTAINED
7	of Dr. Alexander Marmureanu	
8		OVERRULED
9	Exhibit 11, Dr. Marmureanu's Report	SUSTAINED
10		OVERRULED
11	45. Mr. Snookal would have received an additional 55% of	SUSTAINED
12	his base salary as a location	OVERRULED
14	premium for the Reliability Engineering Manager	
15	("REM") position in Escravos, Nigeria.	
16	Snookal Decl. at 5; see also	
17	the Transcript of the Deposition of Andrew Powers	
18	("Powers Dep. Tr.") 31:5-11; 32:23 – 33:20	
19	52. Mr. Snookal provided a clearance letter to Chevron	SUSTAINED
20	from his treating cardiologist,	OVERRULED
21	Dr. S. Khan, which indicated that Mr. Snookal was "under	
22	[his] care for his heart condition. It is safe for [Mr.	
23	Snookal] to work in Nigeria with his heart condition. His	
24	condition is under good	
25	control and no special treatments are needed."	
26	Snookal Decl. at 9 and Exh. 3;	
27	Levy Dep. Tr. at 84:7-19.	

1	Plaintiff's Evidence	Ruling
2	53. On August 23, 2019, Dr.	SUSTAINED
	Khan wrote an email to Dr.	SUSTAINED
3	Scott Levy, Chevron's then Regional Medical Manager	OVERRULED
4	for the Europe, Eurasia, Mid-	
5	East, and Africa region, SUSTAINED	
6	SUSTAINED	
7	OVERRULED	
8	explaining that Mr. Snookal's	
9	thoracic aneurysm is "relatively small and	
	considered low risk" and that	
10	given a number of factors applicable to Mr. Snookal,	
11	including that his "aneurysm	
12	has not shown any growth for 3 years, his risk may be lower	
13	than the published 2% number	
14	above" especially given that "the studies of risk of rupture	
15	are fairly old (2002) and	
16	treatment has improved as has our understanding of aortic	
17	aneurysms."	
	Snookal Decl. at 16 and Exh.	
18	5; Levy Dep. Tr. at 62:5-	
19	63:21 and Exh. 12-C. 56. Mr. Snookal's risk of a	SUSTAINED
20	serious cardiac event due to	OVERBILLED.
21	his thoracic aneurysm was actually less than 1% per year.	OVERRULED
22		
23	Marmureanu Decl. at Exh. 11 p. 6; 7.	
24	57. Mr. Snookal's risk of a	SUSTAINED
	serious cardiac event due to his thoracic aneurysm while	OVERRULED
25	in Escravos was less than 0.5% per year.	
26	0.370 per year.	
27		

1	Plaintiff's Evidence	Ruling
	58. Mr. Snookal's risk of a	SUSTAINED
2	serious cardiac event due to	SUSTAINED
3	his thoracic aneurysm is "negligible compared to the	OVERRULED
4	general population, especially	
5	given the absence of rapid growth in Mr. Snookal's	
6	case."	
7	Marmureanu Decl. at Exh. 11	
$8 \parallel$	p. 7. 60. The REM position is a not	SUSTAINED
9	physically strenuous job, and	SUSTAINED
10	Chevron categorized it as an "office based job."	OVERRULED
11	3	
12	Levy Dep. Tr. at 75: 14-76:2; 93:21-94:9; 94:11-95:3;	
13	95:10-25; Marmureanu Decl.	
	at Exh. 11 at p. 8; Asekomeh Dep. Tr. at 74:24-76:19; .	
14	Snookal Decl. at 19, Exh. 7 (Chevron's "Physical	
15	Requirements and Working	
16	Conditions GO-308" for the REM Position).	
17	61. The REM position did not	SUSTAINED
18	require the operation of equipment, heavy or	OVERRULED
19	otherwise. The position is not considered a safety-sensitive	
20	position, as defined in the	
21	Chevron "Medical Examination Program."	
22		
23	Snookal Decl. at 19, Exh. 7 (Physical Requirements and	
24	Working Conditions GO-308).	
25	,	
26	Job Description: "Job Title: NMA EGTL Reliability	
27	Engineering Manager." Declaration of Dr. Eshiofe	
	Asekomeh ("Asekomeh Dep.	
28	Tr.") at 81:3, Exh. 15-2.	

1	Plaintiff's Evidence	Ruling
$2 \parallel$	62. Dr. Asekomeh could not	SUSTAINED
3	"cite a specific example" of how Mr. Snookal's thoracic	OVERRULED
4	aneurysm posed a threat to others.	
5	Asekomeh Dep. Tr. At 122:19	
6	<i>−</i> 124:12.	
7	63. Dr. Asekomeh did not review the job duties of the	SUSTAINED
8	REM position before making his decision.	OVERRULED
9	ms decision.	
10	Asekomeh Dep. Tr. at 69:9- 12; 81:3-18 and Exh. 15-2	
11	(Job Description for NMA EGTL Reliability Engineering	
12	Manager); Asekomeh Dep. Tr. at 71:9-25.	
13	70. Chevron did not consider	SUSTAINED
14	Mr. Snookal's past work history before making their	OVERRULED
15	decision to rescind the REM	O VERRICEED
16	position from Mr. Snookal.	
17	Asekomeh Dep. Tr. at 67:25-69:21; 66:18-68:12.	
18	72. Dr. Asekomeh did not speak with or otherwise	SUSTAINED
19	contact Mr. Snookal's treating cardiologist, Dr. Khan, before	OVERRULED
20	making his decision to rescind	
21	the REM position.	
22	Asekomeh Dep. Tr. at 66:10-17.	
23	73. Dr. Asekomeh did not	SUSTAINED
24	speak with Mr. Snookal in conjunction with his MSEA	OVERRULED
25	evaluation.	
26	Asekomeh Dep. Tr. at 66:18-25.	
27		

1	Plaintiff's Evidence	Ruling
2	74. Dr. Asekomeh did not	SUSTAINED
3	speak with Dr. Irving Sobel, the physician to deemed Mr.	OVERRULED
4	Snookal "fit for duty with restrictions" before making	
5	his decision to rescind the	
6	REM position.	
7	Asekomeh Dep. Tr. 65:14-66:9.	
8	75. After reporting Chevron's decision to rescind the REM	SUSTAINED
9	position to the Chevron	OVERRULED
10	Ombuds, Chevron passed Mr. Snookal along to discuss with	
11	Dr. Levy, Chevron's Regional	
12	Medical Manager for Europe, Eurasia, Middle East &	
13	Africa.	
14	Snookal Decl. at 13.	
15	76. Dr. Levy spoke with Mr. Snookal and advised that the	SUSTAINED
16	REM position jobsite was in a remote area in Nigeria with	OVERRULED
	limited medical facilities and	
17	emergency care only available via charter aircraft to Lagos,	
18	Nigeria.	
19	Snookal Decl. at 14; Levy	
20	Dep. Tr. at 38:24 – 39:14.	SUSTAINED
21	79. On August 23, 2019, Dr. Khan sent Dr. Levy an email,	
22	with a cc to Mr. Snookal, reiterating his opinion that	OVERRULED
23	Mr. Snookal was medically fit	
24	for duty despite the remote location of the job.	
25		
26	Snookal Decl. at 16, Exh. 5; Levy Dep. Tr. at 62:5-18,	
27	Exh. 12-C.	
28		

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1	Plaintiff's Evidence	Ruling
2	80. On September 4, 2019,	SUSTAINED
3	Mr. Snookal emailed Chevron USA Human Resources	OVERRULED
4	Manager, Andrew Powers, to	
5	report the disability discrimination, writing, <i>inter</i>	
	alia: "I believe this decision	
6	was made based on a lack of understanding and	
7	stereotypical assumptions	
8	about my medical condition and is therefore,	
9	discriminatory in nature" and	
10	"aside from my complaint of medical discrimination where	
11	does their decision leave me?"	
12	Snookal Decl. at 18 and Exh.	
13	6; Powers Dep. Tr. at 46:15-	
	48:2 and Exh. 14-3. 81. Minutes after receiving	SUSTAINED
14	Mr. Snookal's disability	OVERBIH ED
15	complaint on September 4, 2019, before further	OVERRULED
16	investigation, Mr. Powers	
17	wrote to his colleagues Troy Tortorich, Austin Ruppert,	
18	and Thalia Tse, inter alia: "I am sure there is a very good	
19	reason why this [job] was	
20	rescinded"	
21	Powers Dep. Tr. at 49:13-	
22	52:11 and Exh. 14-3 at CUSA000539.	

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1	Plaintiff's Evidence	Ruling
2	82. Mr. Powers also	SUSTAINED
3	forwarded Mr. Snookal's disability discrimination	OVERRULED
4	complaint to the medical team in Nigeria, asking Dr. Ayanna	
5	Jones for "context" "and	
6	suggested response" to Mr. Snookal's disability	
7	discrimination complaint.	
8	Powers Dep. Tr. at 136:5-25, Exh. 14-12 (Email from	
9	Andrew Powers to medical	
10	team in Nigeria at CUSA000650).	
11	83. Dr. Ayanna Jones wrote back to Mr. Powers' email	SUSTAINED
12	referring him to speak to Dr. Levy who "would be able to	OVERRULED
13	provide [] context on this case	
14	and appropriate response."	
15	Powers Dep. Tr. at 136:5 – 137:16, Exh. 14-12 (Email	
16	from Andrew Powers to	
17	medical team in Nigeria at CUSA000650).	
18		

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1	Plaintiff's Evidence	Ruling
2	84. On September 6, 2019,	SUSTAINED
3	Mr. Powers sent an email reply to Mr. Snookal which	OVERRULED
4	read: "I've reached out to the	
	Medical Department and while I'm not privy to any	
5	medical information, I	
6	understand a thorough review was conducted and	
7	alternatives were explored.	
8	We would respectfully	
9	disagree that the determination was based on	
10	stereotyping or impermissible	
	discrimination."	
11	Powers depo at 95:21-98:3	
12	and Exh. 14-5 (Andrew Powers Email to Mark	
13	Snookal Re: Medical Team	
14	Findings at CUSA000542); Snookal Decl. at 18, Exh. 6	
15	(CUSA000542-543).	
16	85. Mr. Snookal requested of Mr. Powers an explanation for	SUSTAINED
	why the REM position had	OVERRULED
17	been rescinded.	
18	Levy Dep. Tr. at 78:10-79:6,	
19	Exh. 12-D; (September 16, 2019 Email from Dr. Levy to	
20	Mr. Snookal); Snookal Decl.	
21	at 20.	
22		
23		
24		
25		
26		

27

1	Plaintiff's Evidence	Ruling
2	86. On September 16, 2019,	SUSTAINED
3	Dr. Levy emailed Mr. Snookal explaining that he	OVERRULED
4	"became involved on [Mr. Snookal's] case when [he]	
5	had requested a second	
6	opinion on the initial denial" and, <i>inter alia</i> , wrote that	
7	Chevron had a right to rescind	
8	the offer based on a "direct threat" to Mr. Snookal's	
9	"health and safety" because "if the condition were to	
	occur, the outcome would be	
10	catastrophic and would require an immediate	
11	emergency response which is	
12	not available and would most certainly result in death in	
13	Escravos."	
14	Levy Dep. Tr. at 78:10-79:6,	
15	Exh. 12-D; (September 16, 2019 Email from Dr. Levy to	
16	Mr. Snookal).	OVIOTA DI VED
17	90. The four vacant positions to which Mr. Snookal applied	SUSTAINED
18	were comparable to, or worse	OVERRULED
19	than, the REM position.	
20	Snookal Dep. Tr. at 122:7-15. 93. The Reliability Change	SUSTAINED
21	OA role was a demotion from	
22	Mr. Snookal's previous IEAR role and the REM job because	OVERRULED
23	it was not a supervisory nor managerial role with no direct	
	reports, and it was a	
24	temporary position with no pathways to promotion.	
25		
26	Snookal Decl. at 24; Snookal Decl. Tr. at 168:11 – 169:10;	
27	174:5-175:11; 28:8-22.	
28		

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1	Plaintiff's Evidence	Ruling
$2 \parallel$	96. The treatment	SUSTAINED
3	recommendations for Mr. Snookal's thoracic aneurysm	OVERRULED
4	were to get an annual CT and echocardiogram and to take	
5	his recommended blood pressure medications.	
6		
7	Snookal Decl. at 9 and Exh. 3; Marmureanu Decl. at Exh. 11	
8	p. 8; Asekomeh Dep. Tr. at 104:11-20.	
9	97. Mr. Snookal is the	SUSTAINED
10	breadwinner for his family, including his son with	OVERRULED
11	disabilities.	
12	Snookal Decl. at 28.	CLICTA DIED
13	98. After Chevron rescinded the REM position, Mr.	SUSTAINED
14	Snookal had to pull his son out of private school because	OVERRULED
15	he could no longer afford it.	
16	Snookal Dep. Tr. at 246:25 –	
17	247:17; Snookal Decl. at 28. 99. In or about November of	SUSTAINED
18	2019, Mr. Snookal started treating with a therapist due to	OVERRULED
19	the symptoms of depression	OVERROLED
20	he was experiencing.	
21	Snookal Decl. at 27	CLICTA DIED
22	100. In or about October of 2020, Mr. Snookal started	SUSTAINED
23	taking antidepressants to treat the symptoms of depression	OVERRULED
	he was experiencing.	
24	Snookal Decl. at 27; Snookal	
25	Dep. Tr. at 243:1 – 245:25	
26		

27

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1	Plaintiff's Evidence	Ruling
2	101. Mr. Snookal and his therapist discussed looking	SUSTAINED
3	for other work because of the detrimental effects Chevron's	OVERRULED
5	discrimination was having on Mr. Snookal's mental health.	
6 7	Snookal Dep. Tr. at 243:1 – 245:25; Snookal Decl. at 27-29.	
8	102. After resigning from Chevron in August of 2021,	SUSTAINED
9	Mr. Snookal relocated himself	OVERRULED
10	and his family out of the state to try to better support his	
11	family's needs.	
12	Snookal Decl. at 30; Snookal Dep. Tr. at 51:6-8.	
13	110. The two cardiologists	SUSTAINED
14	with whom Dr. Asekomeh consulted regarding Mr.	OVERRULED
15	Snookal's thoracic aneurysms identified Mr. Snookal as	
16	being "low risk" and noting	
17	that the size of Mr. Snookal's thoracic aneurysm is smaller	
18	than the 4.5 cm "partition value for low-risk situations."	
19	Asekomeh Dep. Tr. at 115:11-	
20	21, Exh. 15-7 (Dr. Asekomeh	
21	email thread with Nigerian cardiologists).	
22	111. The two cardiologists with whom Dr. Asekomeh	SUSTAINED
23	consulted regarding Mr.	OVERRULED
24	Snookal's thoracic aneurysms admitted they were unable to	
25	find "clear cut field guidelines for patient with aortic	
26	aneurysm."	
27	Id. at CUSA000773.	
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1	Plaintiff's Evidence	Ruling
2	112. The two cardiologists	SUSTAINED
3	with whom Dr. Asekomeh consulted regarding Mr.	OVERRULED
4	Snookal's thoracic aneurysms	
5	offered clinical instructions for Mr. Snookal, including to	
	"avoid lifting heavy objects";	
6	"quit smoking (if he is a smoker); (manage	
7	hypertension strictly)";	
8	"watch out for alarm	
9	symptoms" and "avoid moderate to high intensity	
10	exercises as much as	
	possible."	
11	Asekomeh Dep. Tr. at 115:11-	
12	21, Exh. 15-7 (Dr. Asekomeh email thread with Nigerian	
13	cardiologists).	
14	113. Mr. Snookal was already following the guidelines to	SUSTAINED
15	"avoid lifting heavy objects";	OVERRULED
16	"quit smoking (if he is a smoker); (manage	
17	hypertension strictly)";	
	"watch out for alarm symptoms" and "avoid	
18	moderate to high intensity	
19	exercises as much as possible."	
20		
21	Id. at CUSA000775; Snookal Decl. at 11.	
22		

1	Plaintiff's Evidence	Ruling
2	114. The two cardiologists	SUSTAINED
3	with whom Dr. Asekomeh consulted regarding Mr.	OVERRULED
4	Snookal's thoracic aneurysms	OVERROLLD
5	did not provide a specific recommendation to bar Mr.	
6	Snookal from working in	
7	Escravos, Nigeria. However, they did write/endorse that	
	"[w]hat is established is that a patient with symptomatic	
8	aneurysm should not be	
9	allowed to work in an offshore location."	
10		
11	Asekomeh Dep. Tr. at 115:11-21, Exh. 15-7 (Dr. Asekomeh	
12	email thread with Nigerian cardiologists) at	
13	CUSA000773.	
14	115. Mr. Snookal had only an asymptomatic thoracic	SUSTAINED
15	aneurysm, not a symptomatic	OVERRULED
16	thoracic aneurysm.	
17	Asekomeh Dep. Tr. at 115:11-21 and Exh. 15-7 Dr.	
18	Asekomeh email thread with	
19	Nigerian cardiologists) at CUSA000775; Marmureanu	
20	Decl. at Exh. 11, p. 2-5. 116. Prior to his resignation,	SUSTAINED
	Mr. Snookal expressed to	
21	multiple Chevron employees, including Greg Curtin and	OVERRULED
22	Austin Ruppert, tat he felt he	
23	had been treated unfairly by Chevron and he felt he had no	
24	choice but to quit.	
25	Snookal Dep. Tr. at 225:20-	
26	226:7.	
27		

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1	Plaintiff's Evidence	Ruling
2	117. Prior to his resignation,	SUSTAINED
3	Mr. Snookal also discussed being subjected to disability	OVERRULED
4	discrimination with Mr.	
5	Ruppert.	
	Snookal Dep. Tr. at 228:18-	
6	229:4. 118. Mr. Snookal did not state	SUSTAINED
7	in his Chevron resignation	
8	paperwork all his reasons for leaving Chevron because he	OVERRULED
9	did not see the practical	
10	purpose and because he thought it would be atypical	
11	to state negative things about Chevron in the separation	
12	paperwork.	
13	Snookal Dep. Tr. At 229:23-	
14	230:4; 231:17-232:8; Snookal	
	Decl. at 29-30. 119. Mr. Snookal did not	SUSTAINED
15	resign his employment with	
16	Chevron merely because his career "was not progressing as	OVERRULED
17	he wanted."	
18	Snookal Decl. at 25-29;	
19	Snookal Dep. Tr. at 243:4-6; 246:6-248:19.	
20	120. Mr. Snookal did not	SUSTAINED
21	resign his employment with Chevron merely to pursue	OVERRULED
22	another job opportunity.	
23	Snookal Decl. at 25-29;	
24	Snookal Dep. Tr. at 243:4-6;	
25	246:6-248:19.	
26		
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1	Plaintiff's Evidence	Ruling
2	130. Dr. Levy, as the	SUSTAINED
3	Regional Manager for the Europe, Eurasia, Middle East	OVERRULED
4	& Africa region, had a role in evaluating purported risks to	
5	Chevron's expatriate	
6	employees, to give recommendations for setting	
7	policies for Chevron's fitness for duty program, and	
8	"create[d] policies and	
9	protocols for [Chevron's] medical evacuations."	
10	Levy Dep. Tr. at 20:11-25:10;	
11	Snookal Dep. Tr. at 314:11-	
12	315:12.	
13	Dated: October 25, 2024	
14		SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
15		
16		By /s/ Sarah Fan
17		TRACEY A. KENNEDY ROBERT E. MUSSIG
18		H. SARAH FAN
19		
20		Attorneys for Defendant CHEVRON U.S.A. INC.,
21		a Pennsylvania Corporation
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	SMRH:4854-1184-7666.1	-18- PROPOSED ORDER GRANTING] DEFENDANT'S EVIDENTIARY OBJECTIONS